



# Commonwealth of Massachusetts State Ethics Commission

One Ashburton Place, Room 619, Boston, MA, 02108  
phone: 617-727-0060, fax: 617-723-5851



**SUFFOLK, ss.**

**COMMISSION ADJUDICATORY  
DOCKET NO. 647**

## **IN THE MATTER OF ADELLE REYNOLDS**

### **DISPOSITION AGREEMENT**

This Disposition Agreement is entered into between the State Ethics Commission and Adelle Reynolds pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in Superior Court, pursuant to G.L. c. 268B, §4(j).

On May 8, 2001, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Reynolds. The Commission has concluded its inquiry and, on November 13, 2001, found reasonable cause to believe that Reynolds violated G.L. c. 268A, §23(b)(3).

The Commission and Reynolds now agree to the following findings of fact and conclusions of law:

#### **Findings of Fact**

1. Since July 1997 Reynolds has been the Town of Douglas full-time building inspector.
2. Between July 1997 and January 2000, Reynolds issued building permits and conducted all inspections pursuant to those permits.
3. GBI Builders ("GBI") in Douglas has been engaged in the modular home business for 30 years. GBI sells pre-fabricated, modular houses to customers. Typically, the customer owns the site and contracts with GBI to prepare the site, build a foundation, and then place an agreed upon modular home on that foundation.
4. Reynolds, as the building inspector, conducted the inspections of the foundation and stairs of the modular homes GBI sold in Douglas.
5. Between September 1998 and January 2000, Reynolds approved 8 GBI building permit applications and performed at least 17 inspections of GBI homes in Douglas.
6. In late 1998, Reynolds approached Louis Tascino, owner of GBI, and asked him to build Reynolds and her parents a modular home on a lot Reynolds owned in the town of Webster. Tascino informally agreed and quoted Reynolds a price.

7. On July 21, 1999, GBI submitted a written proposal to Reynolds that stated that GBI would build Reynolds and her parents a modular Cape Style house with “extras” for \$144,000, excluding the price of the land. GBI was scheduled to complete the house on the Webster lot in November 1999.

8. In January 2000 the modular home was finished and Reynolds, with her parents, bought the house at the agreed price. The purchase price was consistent with the prices of similar modular homes built by GBI.

9. As noted above, between Reynolds initial conversation with GBI's owner regarding the modular house in the fall or winter 1998 until she moved into her home in January 2000, Reynolds approved at least eight GBI building permit applications and performed at least 17 inspections of GBI homes in Douglas. (Reynolds was the building inspector in the town of Douglas and therefore she did not have any jurisdiction over, nor did she perform any, inspections of her GBI modular home built in the town of Webster.)

10. Reynolds never made a public, written disclosure to the board of selectmen of her private commercial arrangements with GBI. According to members of the Board of Selectmen and the town administrator, however, they were aware of Reynolds' private commercial arrangement with GBI.

#### Conclusions of Law

11. As a building inspector, Reynolds was during the relevant time a municipal employee as that term is defined in G.L. c. 268A, §1.

12. Section 23(b)(3) of G.L. c. 268A prohibits a municipal employee from knowingly, or with reason to know, acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. It shall be unreasonable to so conclude if such officer or employee has disclosed in writing to his appointing authority or, if no appointing authority exists, discloses in a manner which is public in nature, the facts which would otherwise lead to such a conclusion.

13. By approving 8 GBI building permit applications and performing at least 17 inspections of GBI homes in Douglas during the period that Reynolds was in discussions with GBI about building her and her parents a \$144,000 modular home or GBI was building that home, Reynolds knowingly or with reason to know, acted in a manner which would cause a reasonable person, having knowledge of all the relevant circumstances, to conclude that GBI could unduly enjoy Reynolds' favor in the performance of her official duties. Therefore, in so acting, Reynolds violated G.L. c. 268A, §23(b)(3).

#### Resolution

In view of the foregoing violations of G.L. c. 268A by Reynolds, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Reynolds:

(1) that Reynolds pay to the Commission the sum of \$1,000 as a civil penalty for violating G.L. c. 268A, §23(b)(3); and

(2) that Reynolds waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

**DATE: November 20, 2001**